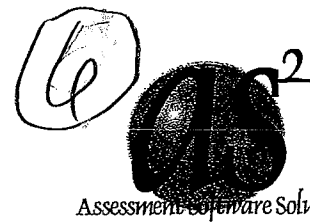


Assessment Software Solutions Inc. (AS2)  
Phillip Folkerts, President  
9760 Coyote Court  
Noblesville, IN 46060  
317.702.1962

64MISC01



## PERSONAL PROPERTY DATA CAPTURE AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into as of the 18<sup>th</sup> day of September, 2007, by and between ASSESSMENT SOFTWARE SOLUTIONS, INC. ("AS2"), whose principal place of business is 9670 Coyote Court, Noblesville, IN 46060, and PORTER COUNTY, INDIANA, BY AND THROUGH ITS BOARD OF COMMISSIONERS (the "County"), Porter County, Indiana.

### Recitals:

WHEREAS, AS2 operates an assessment software and consulting firm based in Indiana and possesses certain skills and expertise related to the electronic reporting requirements for county assessors; and

WHEREAS, the Porter County Assessor has advised the Board of Commissioners that the Assessor's office is in need of certain data to meet state reporting requirements;

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

### 1. Independent Contractor.

The relationship of the AS2 to the County in providing the goods and services under this Agreement is that of an independent contractor, and no principal-agent or employee relationship is created by this Agreement. The County acknowledges and agrees that AS2 may engage directly or indirectly in other business activities and ventures not otherwise proscribed herein.

### 2. Historical Data Capture and Submission to the Department of Local Government and Finance (DLGF).

The Indiana Department of Local Government and Finance (DLGF) along with the Indiana Legal Services Administration (LSA) has required that all Indiana Counties provide electronic data to the DLGF. The data type is quite specific and covers a wide range of property and value related data spanning a period beginning from 2003. One of the required data sets is personal property. AS2 shall capture all personal property and data necessary to come into state compliance for the 2003 pay 2004, and 2004 pay 2005 tax years. AS2 shall complete, format, and submit this data to the Department of Local Government and Finance (DLGF.)

The Porter County Assessor's Office and Porter County Auditor's Office shall make available to AS2 all personal property filings and tax statements for the 2003 pay 2004 and 2004 pay 2005 tax years.

The following steps shall be incorporated to insure data capture accuracy and data compliancy with the DLGF for the 2003 pay 2004 and 2004 pay 2005 tax years.

#### A. Submit DLGF Letter of Intent, Action, and Benchmarking.

Prepare a letter identifying the county's intent to become compliant and outline the action steps that will be taken.

**B. Commence Data Capture/Data Indexing.**

For each taxable year, the following counts have been approximated:

1. Personal Property Filings: 9,000 (2,800 Non-Business and 6,500 Business)

**C. Reconciliation with Auditor Data.**

Any data submitted by the Assessor must balance with the data that has been submitted by the Auditor (via Abstract Report.)

**D. Quality Control**

Prior to submission, all data submitted to the DLGF shall be checked for accuracy and completeness.

**E. Data Formatting and DLGF Submission.**

Once all data has been captured and quality controlled, the data shall be formatted and submitted to the DLGF.

**\*\* This Contract is based on the assumption that the County Assessor's Office will provide either original filings or copies of original filings to AS2 and that the County Auditor's Office will provide either the original Abstract or a copy of the Abstract to AS2 for data capture and data reconciliation purposes.**

**3. Intellectual Property Indemnity.**

Both the County and AS2 agrees to indemnify, defend, and hold harmless the other from and against any and all costs, expenses, and liability, including, but not limited to, reasonable attorney fees, which it may incur in the event of a breach by the other party of its obligations hereunder. Despite this provision, County acknowledges and agrees the AS2's liability under this Agreement is strictly limited to: a) the portion of work or service NOT done by AS2 under the Agreement; and (b) the portion of work or service not performed in substantial compliance with the terms of this Agreement.

**4. Time and Performance.**

AS2 shall perform all delivery and installation services provided under this Agreement within ninety (90) days of execution of this Agreement.

**5. Purchase Price.**

AS2 hereby sells its data capture services for the sum of, and not to exceed:

2003 Pay 2004 Tax Year: \$21,500.00 (Twenty One Thousand Five Hundred dollars.)

2004 Pay 2005 Tax Year: \$21,500.00 (Twenty One Thousand Five Hundred dollars.)

**6. Additional On-site Support Services.**

AS2 agrees to provide technical support outside the scope of this Agreement that the County Assessor's office may require at the rate of Ninety-five Dollars (\$95.00) per hour. Any and all additional support services outside the scope of this Agreement and billed to Porter County shall be agreed upon in writing between both parties prior to any additional support services being provided to Porter County.

**7. Payment.**

AS2 shall invoice the County 100% of the Purchase Price once software has been installed, primary level training has been accomplished, and software is being utilized by the county. Services shall be invoiced as provided, except for maintenance and support services which shall be invoiced annually, in advance, commencing on the first of the month next following installation. Unless County notifies AS2 that it rejects PropMan as non conforming, PropMan shall be deemed to be accepted by County sixty (60) days after installation. County agrees to pay AS2 within thirty (30) days following advertisement of claims, and any approvals required by the State of Indiana pursuant to state law.

**8. Remedies.**

The parties agree that the nature of this Agreement is such that monetary damages may afford an insufficient remedy for the nonbreaching party. In the event either party fails to comply with the terms of this Agreement, the nonbreaching party may pursue all legal and equitable remedies, including specific performance and injunctive relief, and may, in addition, recover reasonable attorney fees incurred in the enforcement of the terms of this Agreement.

**9. Entire Agreement.**

This Agreement constitutes the complete and entire Agreement between the parties with respect to the subject matter hereof and supercedes all previous proposals, oral or written, express or implied, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement.

**10. Governing Law/Jurisdiction.**

This Agreement will be interpreted under the laws of the State of Indiana. The state courts of the State of Indiana, shall have exclusive jurisdiction in this matter, and the parties agree that the courts of Porter County shall have exclusive venue.

**11. Interpretation.**

All statutory requirements, as contemplated in the performance of the services to be provided hereunder, will be as the law has been enacted and interpreted by the courts of Indiana.

**12. Severability.**

If any provision of this Agreement is declared invalid or unenforceable, such invalidity or unenforceability will not affect the balance of this Agreement, but the balance of this Agreement will be construed as if not containing the provision, and the rights and obligations of the parties will be construed and enforced accordingly, provided that same is not of a material nature and does not substantially affect the work or the cost associated.

**13. Waiver.**

No waiver of any breach of any provision of this Agreement or the failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.

**14. Amendment.**

This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by a writing signed by both parties hereto.

**15. Survival.**

The provisions of this Agreement relating to confidentiality shall survive the termination of this Agreement.

**16. Notices.**

All notices required under this Agreement shall be given in writing and deemed sufficient if sent by certified mail, to AS2 at: 9670 Coyote Court, Nobles, IN 46060; or to any other such address as given to the other party in writing.

**17. Responsibilities.**

The final determination of assessed value and true tax value is and shall remain the responsibility of the Porter County Assessor.

**18. Non-Discrimination.**

Pursuant to 1C 22-9-1-20, AS2 and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the individual's

hire, tenure, terms, conditions, or privileges of employment because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant shall constitute a material breach of this Agreement.

**19. Delays.**

Whenever AS2 or the County has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, such party shall within fifteen (15) days, provide written notice of the delay to the other party.

**20. Assignment/Subcontracting.**

AS2 acknowledges that the County is entering into this Agreement upon the specific reliance of the knowledge and expertise of AS2. AS2 may not assign or sub-contract any services to be performed under this Agreement without first obtaining the written consent of the Porter County Assessor. In the event a third party or subcontractor provides services with the consent of the County Assessor, AS2 understands and agrees that it shall remain responsible for contract performance, and with the compliance of the terms and conditions of this Agreement and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

**21. Force Majeure.**

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and any other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

**22. Authority to Execute.**

The signatories to this Agreement herein represent and warrant that each of them is duly authorized and empowered to execute this Agreement for and on behalf of the principals they respectively represent.

DATED this 18<sup>th</sup> day of September, 2007.

**BOARD OF COMMISSIONERS OF PORTER COUNTY, INDIANA**

By: \_\_\_\_\_

By: Carol Knoblock

By: \_\_\_\_\_

**ASSESSMENT SOFTWARE SOLUTIONS, INC.**

By: \_\_\_\_\_

Phillip Folkerts, President